

**THIRD AMENDMENT TO OPTION AND STRUCTURE LEASE AGREEMENT
DATED OCTOBER 26, 2006, BETWEEN
THE CITY OF WEST ST. PAUL
AND
NEW CINGULAR WIRELESS PCS, LLC**

This Third Amendment to Option and Structure Lease Agreement (the "Third Amendment") is made and entered into effective as of the ____ day of _____, 2020, by and between City of West St. Paul, a Minnesota municipal corporation, whose address is 1616 Humboldt Avenue North, West St. Paul, MN 55118-3972 ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

- A. Landlord and Tenant entered into an Option and Structure Lease Agreement (the "Lease Agreement") dated as of October 26, 2006 and the First Amendment to Option and Structure Lease Agreement (the "First Amendment") dated February 8, 2012, and the Second Amendment to Option and Structure Lease Agreement (the "Second Amendment") dated May 9, 2016, allowing Tenant to operate a Communication Facility at Landlord's water tower located at 151 East Marie Avenue ("Marie Avenue Water Tower");
- B. Tenant desires to add and replace certain equipment to and on the Marie Avenue Water Tower;
- C. The modifications to Tenant's Communication Facility are described in the attached plans, incorporated herein as Exhibit 1;
- D. Tenant currently pays \$4,474.52 per month and pursuant to Section 2(c) of the Lease Agreement, an upgrade to the facility shall result in an increase in rent; and
- E. Landlord and Tenant mutually desire to amend Tenant's use of the Leased Premises and define additional rights and responsibilities of the parties hereto, as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **TENANT CHANGES.** The changes to Tenant's Communication Facility are as follows:
 - a. Replace six (6) of the antennas, two (2) per sector, with six (6) new antennas;

- b. Increase the number of RRH radio heads from nine (9), three (3) per sector, to twelve (12), four (4) per sector.
2. RENT. Paragraph 4 is hereby amended such that as of the effective date of this Third Amendment, the monthly rental payment shall increase to the amount of \$5,464.52, which shall be due and payable as set forth in Paragraph 4 of the Lease Agreement.
3. EFFECT OF AMENDMENT. Except as expressly amended by the provisions hereof, the terms and provisions contained in the Lease Agreement, First Amendment, and Second Amendment shall continue to govern the rights and obligations of the parties, and the Lease Agreement, First Amendment, and Second Amendment shall remain in full force and effect.
4. DEFINED TERMS. Terms defined in the Lease Agreement, First Amendment, and Second Amendment have the same meaning in this Third Amendment.
5. EXHIBIT 1. Exhibit 1 to the Lease Agreement is hereby amended by the attached Exhibit 1, which is incorporated by reference as an exhibit to this Third Amendment. Tenant shall have the right, at Tenant's sole cost and expense, and in accordance with the Lease Agreement, to modify its Communication Facility as provided in Exhibit 1.
6. NOTICE. Paragraph 17 of the Agreement is hereby amended to reflect Tenant's current notice and with copy to addresses as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MNL03427; Cell Site Name: MARIE AVE WT (MN)
Fixed Asset No: 10111973
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: MNL03427; Cell Site Name: MARIE AVE WT (MN)
Fixed Asset No: 10111973
208 S. Akard Street
Dallas, Texas, 75202-4206

IN WITNESS WHEREOF, the parties have executed the Third Amendment as of the _____ day of _____ 2020.

CITY OF WEST ST. PAUL

David J. Napier, Mayor

Ryan Schroeder, City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by David J. Napier, the Mayor of West St. Paul, and Ryan Schroeder, City Manager, respectively, on behalf of the City of West St. Paul.

Notary Public

NEW CINGULAR WIRELESS, PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

Name:
Its:

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that s/he is the _____ of AT&T Mobility Corporation, the manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Board of Directors and said _____ acknowledged said instrument to be the free act and deed of the company.

Notary Public

**EXHIBIT 1
TO
THIRD AMENDMENT
TO
OPTION AND STRUCTURE LEASE AGREEMENT**

See attached Plans